

## **LEAD PROVISION AGREEMENT**

This Lead Provision Agreement (“Agreement”) is made effective this 02/14/2019 ) by and between Richardson Marketing Group, LLC, (“RMG”), and Cynthia Saving (“Buyer”). Buyer offers products and services. RMG desires to refer certain prospective customers or leads to Buyer (the “Leads”), and Buyer desires to receive such Lead Information from RMG. In consideration of the mutual covenants and conditions herein, the parties hereby agree as follows:

**Sale and Provision of Leads.** RMG agrees to provide Leads to Buyer and Buyer agrees to receive Leads from RMG. Buyer will pay a fee for each Lead provided to Buyer by RMG as set forth in Exhibit A, which RMG may draw from the Account. Buyer expressly agrees to all these charges, and waives any right to a chargeback associated with charges made to any credit card or bank account in order to replenish or fill the Account in accordance with the terms of this Agreement. Buyer shall pay any credit card chargeback for any unrecovered amount which resulted in a credit card chargeback to RMG. Buyer shall be responsible for any credit chargeback.

**Use of Leads.** Buyer agrees that Buyer shall only use the Leads or contact individuals identified in the Leads in compliance with all applicable laws and regulations. Buyer further agrees that Buyer shall not (1) send anything violent, threatening, pornographic, racist, hateful, or otherwise objectionable, (2) infringe on anyone’s intellectual property rights, defame anyone, impersonate anyone, or otherwise violate the rights of a third party, (3) hack, crack, phish, SQL inject, or otherwise compromise the security or integrity of anyone, or (4) take any acts or omit to take any acts that would cause harm to RMG or any individuals identified in the Leads. Buyer will disclose Lead Info only to its employees, officers, agents and any third parties (i) who have a need to know such Lead information for the purpose of responding to the Leads request; (ii) who are informed and educated on all legal restrictions on the use of the Leads; (iii) comply with all state and federal laws, and any other applicable laws or regulations.

**Compliance.** Buyer is responsible for ensuring compliance with all state and federal laws and regulations regarding its purchase and use of the Leads. Buyer will maintain records of and provide contact information for all individuals who request no further solicitation or contact for purposes of soliciting the products offered, in accordance with all state and federal laws and regulations (the “Opt Out List”). Buyer will provide RMG with the Opt Out List to ensure RMG knows when individuals identified in the Leads request no further solicitations. Buyer further agrees to cooperate with RMG, and provide any information requested by RMG for compliance or security purposes upon RMG’s request. Buyer represents and warrants is it not (1) in violation of any embargoes, export controls, or other laws of the United States or other countries having jurisdiction over this Agreement, RMG, or Buyer, (2) the person or entity executing this Agreement has the authority to bind Buyer, (3) Buyer will provide RMG with personal information, payment information, and other information RMG deems necessary to provide you with the Leads.

**Indemnification.** Each party shall defend, indemnify, and hold harmless the other party and their respective directors, officers, and employees from and against any and all losses, claims, damages (compensatory and punitive), liabilities and expenses, including reasonable costs of investigation and legal counsel fees and disbursements, which may be imposed upon or incurred by the other party as the result of any breach by the other party of this Agreement.

### **Limitation of Liability and Warranties.**

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE PARTIES MAKE NO FURTHER WARRANTIES AND SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. RMG SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER.

WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCURRED BY THE OTHER PARTY ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION SHALL APPLY NOTWITHSTANDING ANYTHING ELSEWHERE IN THIS AGREEMENT.

**Term**. This Agreement shall begin on the Effective Date and continue until either party gives written notice of its intent to terminate this Agreement. In the event either party terminates the Agreement, Buyer shall still owe and be responsible for all payments or charges, and the RMG shall be entitled to draw from the Account, or Buyer's bank account or credit card, to receive any payments for and Leads or any amounts owed to RMG by Buyer under this Agreement. No cash refunds will be given, service will be honored with pre-paid funds.

**Miscellaneous**. This Agreement represents the entire agreement of the parties and may be amended only by a writing signed by each of them. It supersedes any agreements, written or oral, by and between the parties. Any failure of a party to comply with any obligation, covenant, agreement or condition herein may be expressly waived in writing by the other party, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or stopples with respect to, any subsequent or other failure. Buyer may not assign this Agreement without the prior written consent of RMG. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio, without giving effect to the conflict-of-laws principles thereof. In no event shall either party be liable for any delay or failure on its part to perform under this Agreement, except for the failure to pay any money due to the other party, that is due to causes beyond the reasonable control of such party, including acts of God, war, explosion, fire, flood, or civil disturbance. The prevailing party in any dispute arising under or regarding this Agreement shall be entitled to an award of their attorneys' fees and costs. Additionally, where a conducts a chargeback against RMG, Buyer shall be liable to RMG for the full amount of the chargeback, as well as any reasonable attorneys' fees, collection agency fees, court costs, disbursements, and other expenses that are incurred in the enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Buyer:

Richardson Marketing Group, LLC

By: \_\_\_\_\_




Name: Cynthia Saving

Title: owner

Date: 02/14/2019

By: \_\_\_\_\_



Name: Deryck Richardson

Title: President/CEO

Date: 01 / 08 / 2019

Exhibit A

Type of Leads: Live transfer auto  
Amount of Leads: 10-15  
Subscription Service: n/a  
Email Address: A0B4331@allstate.com  
Territory: will email.territory  
Notes: 10 to 6 pm hours cst

Deposit Amount: \$2000.00

Subscription Amount: n/a

Credit Card Holder: [REDACTED]

Credit Card Number: [REDACTED]

Exp Date: [REDACTED]

Security Code: [REDACTED]

Billing Address: [REDACTED]

City: [REDACTED]

State: IL

Zip: [REDACTED]

All deposits are final and no cash refunds are given. Credits are provided in the form of leads. Subscription services bill automatically, 30 days after initial order. To cancel the subscription, please email [info@richardsonmarketinggroup.net](mailto:info@richardsonmarketinggroup.net) 10 business days prior to next payment due date. Any requests received after that time frame will go into effect after next payment has been made. Please direct all questions to 800.460.0464.



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<b>TITLE</b>	Richardson Marketing Group Agreement
<b>FILE NAME</b>	RMG Agreement (3).docx
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## Document History



SENT

**02/15/2019**

02:34:21 UTC

Sent for signature to Cindy Saving (A0B4331@allstate.com)  
from info@richardsonmarketinggroup.net  
IP: 76.181.175.192



VIEWED

**02/15/2019**

02:36:33 UTC

Viewed by Cindy Saving (a0b4331@allstate.com)  
IP: 73.111.45.163



SIGNED

**02/15/2019**

02:40:49 UTC

Signed by Cindy Saving (a0b4331@allstate.com)  
IP: 73.111.45.163



COMPLETED

**02/15/2019**

02:40:49 UTC

The document has been completed.